

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER CASEDS-3087-N130		PAGE 1 OF 81	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DABK07-03-R-0021	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DEBORAH SMITH		b. TELEPHONE NUMBER (No Collect Calls) 910-396-4362 X253		6. SOLICITATION ISSUE DATE 19-Dec-2003	
9. ISSUED BY FORT BRAGG DIRECTORATE OF CONTRACTING ATTN: SFCA-SR-BR BUILDING 1-1333 ARMISTEAD & MACOMB ST FORT BRAGG NC 28310-5000  TEL: 910-396-4362 FAX: 910-396-7872		CODE W91247		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
15. DELIVER TO CASBC EDUCATION SERVICES DIVISION BRENDA TAYLOR-BROOKS BLDG 2-1105, REILLY & MACOMB STREETS FORT BRAGG NC 28310-5000 TEL: 432-1404 X210 FAX: 432-1468		CODE W36B48		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)  
Prescribed by GSA  
FAR (48 CFR) 53.212

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001 BASE YEAR

FFP

Contractor shall furnish all labor, tools, equipment, materials, and supervision and any other items and services necessary to provide educational services for the Soldier Development Program at Fort Bragg, North Carolina for the period 01 February 2004 through 31 January 2005. Contractor shall provide all services in strict compliance with the bid schedule and all other terms, conditions, and provisions contained herein.

NOTE 1: "Each" as the Unit of Issue is equal to one (1) student.

PURCHASE REQUEST NUMBER: CASEDS-3087-N130

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AA

242

Each

Automated Inventory Control

FFP

ULLS for Operators

120 Hours in length.

PURCHASE REQUEST NUMBER: CASEDS-3087-N130

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Leader Skill Enhancement Courses (LSEC): FFP All classes under this CLIN are 60 hours in length: Counseling Skills and Human Relations Computer Fundamentals Effective Writing Basic Computer Skills/Keyboarding Maintenance Management Microsoft ACCESS 2000 Microsoft EXCEL 2000 Microsoft PowerPoint 2000 Microsoft WORD 2000 Supervision and Management	332	Each		
PURCHASE REQUEST NUMBER: CASEDS-3087-N130					

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Automated Inventory Control FFP ULLS for Supervisor 40 Hours in length.	189	Each		
PURCHASE REQUEST NUMBER: CASEDS-3087-N130					

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Facilitator Training Course FFP 32 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	399	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Basic Skills Education Program (BSEP) FFP 80 Hours in length.  PURCHASE REQUEST NUMBER: CASEDS-3087-N130	1,035	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Automated Inventory System FFP Logistics ULLS-S-4 70 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	386	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	Standard Army Training Systems FFP SATS Version 4.2 Operator Training 60 Hours in length.	336	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	FIRST OPTION YEAR FFP Contractor shall furnish all labor, tools, equipment, materials, and supervision and any other items and services necessary to provide educational services for the Soldier Development Program at Fort Bragg, North Carolina for the period 01 February 2005 through 31 January 2006. Contractor shall provide all services in strict compliance with the bid schedule and all other terms, conditions, and provisions contained herein. NOTE 1: "Each" as the Unit of Issue is equal to one (1) student. PURCHASE REQUEST NUMBER: CASEDS-3087-N130				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Automated Inventory Control FFP ULLS for Operators 120 Hours in length.	242	Each		

PURCHASE REQUEST NUMBER: CASEDS-3087-N130

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Leader Skill Enhancement Courses (LSEC) FFP All classes under this CLIN are 60 hours in length. Counseling Skills and Human Relations Computer Fundamentals Effective Writing Basic Computer Skills/Keyboarding Maintenance Management Microsoft ACCESS 2000 Microsoft EXCEL 2000 Microsoft PowerPoint 2000 Microsoft WORD 2000 Supervision and Management	332	Each		

PURCHASE REQUEST NUMBER: CASEDS-3087-N130

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Automated Inventory Control ULLS FFP Supervisors Course 40 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	189	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	Facilitator Training Course FFP 32 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	399	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	Basic Skills Education Program (BSEP) FFP 80 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	1,035	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	Automated Inventory System FFP Logistics ULLS-S-4 70 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	386	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG	Standard Army Training Systems FFP "SATS" Version 4.2 Operator Training 60 Hours in length.	336	Each		

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NET AMT

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	SECOND OPTION YEAR FFP Contractor shall furnish all labor, tools, equipment, materials, and supervision and any other items and services necessary to provide Educational Services for the Soldier Development Program at Fort Bragg, North Carolina for the period 01 February 2006 through 31 January 2007. Contractor shall provide all services in strict compliance with the bid schedule and all other items, conditions, and provisions contained herein. NOTE 1: "Each" as the Unit of Issue is equal to one (1) student. PURCHASE REQUEST NUMBER: CASEDS-3087-N130				

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Automated Inventory Control FFP ULLS for Operators 120 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	242	Each		

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Leader Skill Enhancement Course FFP All classes under this CLIN are 60 Hours in length. Counseling Skills and Human Relations Computer Fundamentals Effective Writing Basic Computer Skills/Keyboarding Maintenance Management Microsoft ACCESS 2000 Microsoft EXCEL 2000 Microsoft PowerPoint 2000 Microsoft WORD 2000 Supervision and Management	332	Each		
PURCHASE REQUEST NUMBER: CASEDS-3087-N130					

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	Automated Inventory Control FFP ULLS for Supervisors 40 Hours in length.	189	Each		
PURCHASE REQUEST NUMBER: CASEDS-3087-N130					

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	Facilitator Training Course FFP 32 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	399	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	Basic Skills Education Program (BSEP) FFP 80 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	1,035	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF	Automated Inventory System FFP Logistics ULLS-S-4 70 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	386	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG	Standard Army Training Systems FFP "SATS" Version 4.2 Operator Training 60 Hours in length.	336	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	THIRD OPTION YEAR FFP Contractor shall furnish all labor, tools, equipment, materials, and supervision and any other items and services necessary to provide educational services for the Soldier Development Program at Fort Bragg, North Carolina for the period 01 February 2007 through 31 January 2008. Contractor shall provide all services in strict compliance with the bid schedule and all other terms, conditions, and provisions contained herein. NOTE 1: "Each" as the Unit of Issue is equal to one (1) student. PURCHASE REQUEST NUMBER: CASEDS-3087-N130				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Automated Inventory Control FFP ULLS for Operators 120 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	242	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Leader Skill Enhancement Course FFP All classes under this CLIN are 60 Hours in length. Counseling Skills and Human Relations Computer Fundamentals Effective Writing Basic Computer Skills/Keyboarding Maintenance Management Microsoft ACCESS 2000 Microsoft EXCEL 2000 Microsoft PowerPoint 2000 Microsoft WORD 2000 Supervision and Management  PURCHASE REQUEST NUMBER: CASEDS-3087-N130	332	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	Automated Inventory Control FFP ULLS for Supervisors - 40 Hours PURCHASE REQUEST NUMBER: CASEDS-3087-N130	189	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	Facilitator Training Course FFP 32 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	399	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	Basic Skills Education Program (BSEP) FFP 80 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	1,035	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF	Automated Inventory System FFP Logistics ULLS-S-4 70 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	386	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG	Standard Army Training Systems FFP "SATS" Version 4.2 Operator Training 60 Hours in length.	336	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	FOURTH OPTION YEAR FFP Contractor shall furnish all labor, tools, equipment, materials, and supervision and any other items and services necessary to provide educational services for the Soldier Development Program at Fort Bragg, North Carolina for the period 01 February 2008 through 31 January 2009. Contractor shall provide all services in strict compliance with the bid schedule and all other terms, conditions, and provisions contained herein. NOTE 1: "Each" as the Unit of Issue is equal to one (1) student. PURCHASE REQUEST NUMBER: CASEDS-3087-N130				

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	Automated Inventory Control FFP ULLS for Operators 120 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	242	Each		

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 NET AMT

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	Leader Skill Enhancement Course FFP All classes contained in this CLIN are 60 Hours in length. Counseling Skills and Human Relations Computer Fundamentals Effective Writing Basic Computer Skills/Keyboarding Maintenance Management Microsoft ACCESS 2000 Microsoft EXCEL 2000 Microsoft PowerPoint 2000 Microsoft WORD 2000 Supervision and Management	332	Each		
PURCHASE REQUEST NUMBER: CASEDS-3087-N130					

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	Automated Inventory Control FFP ULLS for Supervisors 40 Hours in length.	189	Each		
PURCHASE REQUEST NUMBER: CASEDS-3087-N130					

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD	Facilitator Training Course FFP 32 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	399	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE	Basic Skills Education Program (BSEP) FFP 80 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	1,035	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF	Automated Inventory System FFP Logistics ULLS-S-4 70 Hours in length. PURCHASE REQUEST NUMBER: CASEDS-3087-N130	386	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG	Standard Army Training Systems FFP SATS Version 4.2 Operator Training 60 Hours in length.	336	Each		

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NET AMT

FOB: Destination

#### CLAUSES INCORPORATED BY REFERENCE

52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-17	Interest	JUN 1996
52.237-1	Site Visit	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.212-7000	Offeror Representations and Certifications- Commercial Items	NOV 1995
252.245-7001	Reports Of Government Property	MAY 1994

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.000-4012 INSURANCE REQUIREMENTS (JUN 1999)

The following kinds and minimum amounts of insurance are required in accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation."

KIND:	AMOUNT:
Workmen's Compensation and Occupational Disease Insurance	Amount required by the State in which this contract is performed
Employer's Liability Insurance	\$100,000
Comprehensive General Liability Insurance for Bodily Injury	\$500,000 per occurrence
Comprehensive Automobile Liability	\$200,000 per person \$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage (End of Clause)

## 52.000-4023      PREAWARD DATA (FEB 1999)

The Government reserves the right, prior to making an award, to conduct a preaward survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The preaward survey may include, but will not necessarily be limited to, the following factors:

- (1) Financial resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- (2) Ability to comply with required schedules;
- (3) Past record of integrity;
- (4) Past record of performance; and
- (5) Ability to meet other qualifications and eligibility requirements to receive an award of a contract.
- (6) An on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A preaward survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

## Three Performance References:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Description: \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Description: \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_

Amount: \_\_\_\_\_ Description: \_\_\_\_\_

Financial Reference: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Account Number: \_\_\_\_\_

(End of Clause)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3;
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at

no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

- a. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

**PART I – PRICE PROPOSAL (Original plus one (1) copy)**

- (a) Part I of the proposal shall contain the signed original of all documents required signature by the offeror. Part I shall contain Standard Form 1449, Price Proposal, and all provisions duly authorized by an official authorized to contractually bind the offeror.
- (b) Total prices for the services requested for the Base and Option Periods shall be included in the Pricing Proposal. It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit or certify cost or pricing data. Offerors are requested however to provide with the proposals, copies of or excerpts from available published price lists, commercial catalogs or tuition rate schedules with the applicable items from the Pricing Schedule. However, after receipt of proposals, if the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.804-3, the offeror shall provide cost or pricing data, as requested by the Contracting Officer.

**PART II - TECHNICAL PROPOSAL (Original plus Two (2) Copies)**

- a. Offerors shall submit written data to support their understanding of the requirement and the proposed means of fulfilling the requirement.
- b. Offerors shall submit a narrative for each course, providing sufficient data to relay the offeror's technical capability to perform this contract: Your narrative should be keyed to the following paragraphs: (NOTE: A simple yes or no to these questions will not be acceptable. Statements that the offeror understands, can or will comply with all specifications, statements paraphrasing the specification or parts thereof, and phrases such as "standard procedures will be used" or "well known techniques will be used" will be considered insufficient. Provide a narrative to each paragraph or your offer may be considered unacceptable.)
  - a. **SCREEN OUT FACTOR.** Offerors shall identify the agency under which they are accredited. This is a **SCREEN OUT FACTOR**. Offerors who are not accredited by one of the listed accrediting agencies in the Statement of Work will **NOT** be evaluated or considered for award.
  - b. **RESOURCES.**
    - (1) Describe your resources (equipment, supplies, etc) to support this requirement.
    - (2) Supply a listing of proposed staffing and faculty and describe their qualifications to support this requirement as stated in the Statement of Work.
    - (3) Describe how your institution intends to apply personnel, equipment and other sources to complete the work required.

**(3) PAST PERFORMANCE:**



a. The Contractor shall include information concerning the experience the offeror has had in performance of Government or other contracts for similar services of the variety and magnitude set forth in this solicitation.

b. Clearly state your previous experience in providing similar or comparable services to other customers (at least 3) on or off a military installation. The information should include data as to the term of said contracts, number and type of personnel provided, the procuring agencies contracted with, and a point of contact and telephone number of someone who has knowledge of the offeror's performance.

c. All offerors shall submit proposals with the minimum content as specified herein. Offerors shall submit proposal by the closing time on the date set for receipt of proposals.

**EVALUATION FACTORS:** Evaluation will be based on the proposal determined technically acceptable to the Government with considerations given to the following factors: Accreditation / Resources. Offers will be evaluated as to PRICE using price analysis techniques.

**AWARD FACTORS:** Award will be made to the responsible offeror submitting the lowest priced, technically acceptable proposal in keeping with the evaluation factors cited herein.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act --Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

## Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.



(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2003)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

XX \_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_(ii) Alternate I to 52.219-5.

\_\_\_(iii) Alternate II to 52.219-5.

\_\_\_ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

\_\_\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_(ii) Alternate I of 52.219-23.

\_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (12) 52.222-26, Equal Opportunity (E.O. 11246).

XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

XX (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

\_\_\_(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

\_\_\_ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

\_\_\_(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_(ii) Alternate I of 52.225-3.

\_\_\_\_(iii) Alternate II of 52.225-3.

\_\_\_\_(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_\_(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_\_\_\_(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

XX (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

\_\_\_\_ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_\_ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

\_\_\_\_Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

XX (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

Secretary I, GS-5, \$12.31/Hr

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)(flow down required in accordance with paragraph (d) of FAR clause 52.247-64)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed-price contract resulting from this solicitation.

(End of clause)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **01 February 2004** through **31 January 2005**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$100,000.00** ;

(2) Any order for a combination of items in excess of **\$350,000.00**; or

(3) A series of orders from the same ordering office within **seven (7)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **seven (7)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be

completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **31 January 2005**.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor anytime prior to the expiration of the contract .

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within anytime prior to the expiration of the contract ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty-six (66) months .  
(End of clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mrs. Gloria A. Carr, Directorate of Contracting, Building 1-1333, Corner of Macomb and Armistead Streets, Fort Bragg, North Carolina 28307-5000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror



is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(End of clause)

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

XX 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

\_\_\_\_ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

\_\_\_\_ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

\_\_\_\_ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

\_\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

\_\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

\_\_\_\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

\_\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (\_\_\_\_Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

\_\_\_\_ 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

\_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

\_\_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (\_\_\_\_Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_\_\_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

\_\_\_\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

\_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

XX 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

\_\_\_\_ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

\_\_\_\_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_\_Alternate I) (MAR 2000) (\_\_\_\_Alternate II) (MAR 2000).

\_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

TECHNICAL 1- WORKLOAD

**TECHNICAL EXHIBIT 1**  
**WORKLOAD ESTIMATES**

Statistics provided reflected the annual workload for this Soldier Development program during Fiscal year 2002.

	<u>Enrollments</u>	<u>Number of Courses</u>	<u>Hours of Instruction</u>
1.1 LSEP	1023	104	67,698
1.2 BSEP	1035	24	82,800

TECHNICAL EXHIBIT 2 - INSPECT**TECHNICAL EXHIBIT 2  
INSPECTION REPORTS**

**MEMORANDUM FOR** CONTRACTING OFFICER, XVIII AIRBORNE CORPS & FORT BRAGG, NC  
28310

**SUBJECT:** MONTHLY INSPECTION/PROGRESS REPORT, CONTRACT NUMBER:

**EDUCATIONAL SERVICE FOR SOLDIER DEVELOPMENT PROGRAM.**

**PERIOD OF:**

**TASK EVALUATION**

**TECHNICAL PERFORMANCE**

<b><i>Factors/Ratings</i></b>	<b><i>Excellent</i></b>	<b><i>Good</i></b>	<b><i>Acceptable</i></b>	<b><i>Marginal</i></b>	<b><i>Poor</i></b>
a. Contractor maintains and adheres to an approved Quality Control Program.					
b. Tasks, milestones, delivered on schedule.					
c. Responsiveness to changes in tech/svc direction.					

***Comments:***

**SUBJECT:** MONTHLY INSPECTION/PROGRESS REPORT, CONTRACT  
NUMBER:

**EDUCATIONAL SERVICE FOR SOLDIER DEVELOPMENT PROGRAM.**

**PERIOD OF:**

**MANAGEMENT PERFORMANCE**

<b><i>Factors/Ratings</i></b>	<b><i>Excellent</i></b>	<b><i>Good</i></b>	<b><i>Marginal</i></b>	<b><i>Poor</i></b>
a. Overall interaction with the Government				
b. Recruit/maintain qualified staff				
c. Ability to manage multiple and diverse projects/task from planning through execution.				
d. Effectiveness in plan/schedule and monitoring				

**Comments:**

**SUBJECT: MONTHLY INSPECTION/PROGRESS REPORT, CONTRACT NUMBER:**

**EDUCATIONAL SERVICE FOR SOLDIER DEVELOPMENT PROGRAM.**

**PERIOD OF:**

**CUSTOMER SATISFACTION**

<b>Factors/Ratings</b>	<b>Excellent</b>	<b>Good</b>	<b>Acceptable</b>	<b>Marginal</b>	<b>Poor</b>	<b>N/A</b>
<b>a. Extent contractor interacted w/GOVT to resolve Issues of concern.</b>						
<b>b. Were the objectives of the PWS met?</b>						
<b>c. Contractors have maintained the knowledge and expertise required to perform the technical requirements.</b>						
<b>d. Contractor's cooperative, business-like and concerned with customer.</b>						

**Comments**

**SUBJECT:** MONTHLY INSPECTION/PROGRESS REPORT, CONTRACT NUMBER:

**EDUCATIONAL SERVICE FOR SOLDIER DEVELOPMENT PROGRAM.**

**PERIOD OF:**

**OVERALL COMMENTS:**

***COR SIGNATURE:***

***DATE:***

---

***COR NAME:***

***ORGANIZATION ADDRESS:***

***PHONE NUMBER:***

***FAX NUMBER:***

***Email Address:***





TECHNICAL EXHIBIT 5-LSEC CRSE**TECHNICAL EXHIBIT 5****LSEC and BSEP Course Synopsis**

**Basic Skills Enhancement Program:** This course is designed to promote retention and to improve job performance. The program is a standardized job-related curriculum providing on-duty instruction in a set of skills qualifications, prerequisites and academic competencies necessary for job proficiency. The courses focus primarily on developing and improving reading, writing, and math skills.

**Effective Writing:** This course is designed to enhance written communication skills of military and civilian mid-level supervisors and managers. Topics covered are sentence and paragraph structure, formatting military and civilian correspondence, and clarity. Expository, persuasive and narrative writing styles are also covered.

**Counseling Skills & Human Relations:** This course focuses on improving interpersonal relationship communication skills. Methods of counseling, characteristics of good counselors, handling difficult situations, and building confidence in workers are only a few of the topics covered during this class.

**Management & Supervision:** This is an in depth course designed to increase managerial capabilities in supervisory skills and principles for potential or current mid-level managers. Leadership and supervisory skills stressed in this course include: effective communications, conflict resolution, staff coaching, group process, employee motivation, and team building.

**Basic Computer Skills – Keyboarding:** Using computers and word processing software students in this course are taught typing skills and learn the basic principles of word processing. They become familiar with alphabet, number, symbol, and function keys and drill for speed and accuracy. In the word processing portion of the course, they become familiar with keyboard applications, basic correspondence formatting, and gain a working knowledge of basic word processing operations.

**Computer Fundamentals:** This course provides an in-depth look at Windows 2000, as well as an introduction to each of the four primary Microsoft Office 2000 applications: Word, Excel, Access, and PowerPoint. Designed to develop skills to run multiple applications, import information between applications; manage files, directories and disk space. Also gives basic information on email and internet applications, to include attaching files to email messages.

(Note: This course will be modified during the term of the contract to meet increasing technology changes. (i.e., when the installation standard software application is upgraded to Windows XP, this course of instruction will be modified to provide the training in the Windows XP environment.)

**Microsoft Access 2000:** Students in this class will learn to create fully automated databases. Emphasis is placed on data integrity and accessibility; working with the design of tables and forms to reduce error in data input/editing and design of queries and reports to produce desired output. This course covers topics from the beginning through intermediate levels.

**Microsoft Excel 2000:** Covering the function and concepts of this popular Microsoft spreadsheet program, this course helps students learn to take advantage of its many capabilities. Emphasis is placed on understanding spreadsheet concepts, building and formatting spreadsheets, using functions, charting, managing data, and creating reports. This course covers topics from the beginning through intermediate levels.

**Microsoft PowerPoint 2000:** Microsoft PowerPoint is the leading presentation graphics program for creating slides and multimedia shows that can be shared by means of computers, overhead projectors, or the Web. Learn to create customized, professional presentations and audience handouts. This course covers topics from the beginning through intermediate levels.

**Microsoft Word 2000:** Learn to create, edit, format and print documents using this popular word processing application. As well as covering the basics of word processing, this class will introduce the student to tables, graphics, form letters, and how best to work with large documents. This course covers topics from the beginning through intermediate levels.

**Maintenance Management:** This course develops skills needed to effectively manage logistical and maintenance resources within an organization. Also covered are management principles necessary to analyze problem areas, organize available resources, and develop efficient work plans.

**Automated Inventory System-Logistics (ULLS-S4):** This course trains students on the equipment and procedures used in an automated inventory system. The scope of instruction includes: System design; an overview of system hardware and software; operator maintenance; utility programs; and system operations. Students will be able to use: system components, embedded training interfaces, preventive maintenance procedures, and security processes. Specific skills learned in these areas include: user security access, group access, parameter file maintenance, system file maintenance, security tracking processes, and utilities processes. These procedures are used to perform: cabling and decabling, system power-up, system entry access, and preventive maintenance.

**Facilitator Training:** This course teaches effective meeting and teaching skills including getting meetings started, encouraging diverse points of view, handling disruptive behavior, keeping the team focused and moving, planning action steps, concluding the meeting, listening effectively, honing motivational skills and delivering effective presentations.

**Automated Inventory Control Course (Operator):** This course is designed to provide students with the knowledge and skills needed to manage material, maintain records, and account for property. It focuses on standardized methods of collecting data, ways to improve systems management, and how to integrate the results using today's technology. Emphasis is placed on correct input/output of data, follow-up actions, and procedures necessary at different levels of management. It also teaches students the proper procedures for automated maintenance, including obtaining, preparing, and submitting weekly and monthly status reports.

**Automated Inventory Control Course (Supervisor):** This course is designed to provide the student with the knowledge and skills needed to supervise material management, oversee maintenance of automated records, and to account for property. This course focuses on ways to standardize and improve systems management, and how to integrate these results using today's technology. Emphasis is placed on oversight of collection of data, follow-up actions, and logistics procedures at different levels of management.

**Standard Army Training System (SATS):** This course is designed to teach soldiers how to perform SATS System Administration; produce a unit's essential task list in SATS; develop a unit training strategy; develop unit planning data in SATS; develop training resources in SATS; develop training schedules in SATS; and evaluate training data.

TECHNICAL EXHIBIT 6**TECHNICAL EXHIBIT 6****REQUIRED REPORTS/SUBMITTALS**

<b><u>TYPE</u></b>	<b><u>REFERENCE</u></b>	<b><u>FREQUENCY</u></b>
1. Appointment of Site Administrator	1.3.1	Within 10 calendar days after award.
2. Roster of Personnel	1.3.1.2	Ten workdays prior to commencing work and updates within 3 work days.
3. Quality Control	1.6	Not later than pre-performance conference and updated copy on the contract start date and as changes occur.
4. LSEC & BSEP Class Roster	1.10.1.7	COB first day of each class.
5. Report of Course Completion	1.12.3	Within 5 workdays after course completion.
6. Class Registration Forms	1.12.1	Three days after course begins.
7. Programs of Instruction (POI)	1.12.2	Within 15 days after contract award date.
8. LSEC & BSEP Reports	1.12.3 1.12.4	Within 5 workdays after course completion.
9. Equipment Inventory	3.1.2.1	Within 5 workdays prior to start of basic contract period.
10. Equipment Accountability	3.1.2.4	One month prior to end of contract to include option periods or extensions.
11. Annual Government Property and Facilities Report	3.1.2.5	First week of October each year.

TECHNICAL EXHIBIT 7-TASK LISTSTECHNICAL EXHIBIT 7**TASK LISTS****Site Administrator Task List**

The site administrator shall perform the following tasks:

1. Maintain a functional office in assigned building 2-1728 between the hours of 0900 thru 1730, Monday thru Friday. Purpose is to meet all customer service requirements.
2. Monitor instructor performance to evaluate performance and compliance with quality control plan.
3. Coordinate site operation.
4. Ensure qualified instructors, permanent and substitutes are present within the classroom during the instruction period. Provide daily, written notification of absences and substitutes to the COR.
5. Provide for the training of all instructors prior to the date of instruction.
6. Demonstrates familiarity with the mission, goals, visions, policies and procedures of the Education Service Division.
7. Demonstrate effective knowledge of education practices and Government regulations and policies as it relates to the provision of the contract.
8. Demonstrate effective communication of clear and concise verbal and written skills.
9. With Government approval, with or without Government assistance, design all operational forms to meet contract requirements.
10. Maintain all records deemed essential by the Government for the life of the contract. Provide for the Government inspectors upon request all records and documentations related to the operation of the contract.
11. Coordinate with the ESO and COR on Army Continuing Education Systems issues or concerns. Obtain prior approval of the ESO and COR before making any changes of programs, services, and operation of the contract.
12. Service as the on-site-contractor sub hand receipt holder for Government furnished property within the scope of the contract. Maintain accountability of Government furnished property as outlines in appropriate Army Regulation, DA PAM, and Government Standard Operation Procedures (SOP). Familiar with Field Manual (FM) 710-2/2.
12. Conduct and forward to the designated Hand Receipt Holder a monthly inventory of Government furnished property. An inventory of ten percent (10%) will be conducted to reflect a review of all receipted property. Perform a one hundred per cent (100%) inventory at the end of the contract year or as identified by the Government.
13. Service as Safety Monitor for assigned Building in accordance with appropriate Army Regulations, DA PAMs, Field Manuals, and Government directive Standard Operation Procedures (SOP).
14. Maintain Activity Security for all areas of assigned Building. Provide COR quarterly the Activity Security Check List.
15. Maintain key control roster. Inventory keys quarterly or during change of Site Administrators and contract staff. Provide roster to COR upon establishment of contract and change of personnel.
16. Order and stock Government provided supplied items through the ACES Supply Officer.
17. Check daily for cleaning services of assigned Building and report all issues to the COR and or Supply Officer.
18. Contract the ESO/COR appointed Point of Contact for requesting repairs or tasks associated in the upkeep, operation and maintenance of assigned Building(s) or hand receipted items. Point of Contact will make initial contact for repairs.
19. At the termination of contract provide for the transfer of Government furnish property. Guidance for transfers of Government furnish property is located in appropriate Army Regulations, DA PAMs, Field Manuals and Standard Operation Procedures.
20. Perform all related duties to meet contract requirements.

TECHNICAL EXHIBIT 8

**TECHNICAL EXHIBIT 8**

**GOVERNMENT FURNISHED FACILITIES**

Government Furnished Facilities for LSEP/BSEP is Building 2-1728, Armistead Street, Fort Bragg, NC. Further identified as the Basement, 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> floors of Wing A, Building 2-1728, Soldier Development Center.

TECHNICAL EXHIBIT 9 GFP

TECHNICAL EXHIBIT 9  
GOVERNMENT FURNISHED PROPERTY

TECHNICAL EXHIBIT 9 GFP LISTIN

STOCK NUMBER	NOMENCLATURE	SERIAL NUMBER	UNIT COST	QTY	LOCATION
4120 01 Z02 3893	AC, 10,000 BTU WHIRLPOOL ACM102XEO	QF1423259	462.42	1	RM 202
		QF1423573	462.42	1	RM 301
		QF1423125	462.42	1	RM 302
4120 01 026 5563	AC, 4-8,000 BTU	A21135764	473.16	1	RM 201
TO BE ASSIGNED	8000 BTU COOLING HAMPTON BAY	KM3613592830	229.00	1	RM 200
		212-942	199.00	1	RM 310
4110 00 Z01 0829	REFRIGEATOR, GENERAL ELECTRIC, 11.8 CU FT	SV674226	181.70	1	RM 310
		MV736258	181.70	1	RM 300
4120 00 211 5922	AC, 9,000-16,000 BTU	JK82428896	370.94	1	RM 302
		JK82428963	370.94	1	RM 202
		JK82428973	370.94	1	RM 201
		JK82429016	370.94	1	RM 301
		TOTAL	2,288.42	6	
		TOTAL	1,847.16	6	



TECHNICAL EXHIBIT 9 GFP LIST 2

STOCK NUMBER	NOMENCLATURE	SERIAL NUMBER	UNIT COST	QTY	LOCATION
7025 01 Z02 7154	CPU, HP, VL420	US14812308	794.00	1	RM111
		US14812344	794.00	1	RM102
7025 01 Z02 6458	MONITOR, SAMSUNG 750S 17"	AQ17HCDRA10797	169.00	1	RM102
		AQ17HCDRA10823	169.00	1	RM111
	CPU, HP COMPAQ, EVO D510	6X31KN8ZG0EH	925.00	1	RM 101
		6X31KN8ZG0EK	925.00	1	RM 101
		6X31KN8ZG10A	925.00	1	RM 101
		6X31KN8ZP1JW	925.00	1	RM 101
		6X31KN8ZP1RA	925.00	1	RM 101
		6X32KN8ZW03J	925.00	1	RM 101
		6X33KN8ZD1YP	925.00	1	RM 101
		6X33KN8ZD1ZG	925.00	1	RM 101
		6X33KN8ZD1ZW	925.00	1	RM 101
		6X33KN8ZD1ZX	925.00	1	RM 101
		6X33KN8ZD2LB	925.00	1	RM 101
		6X33KN8ZD2LS	925.00	1	RM 101
		6X33KN8ZD2M7	925.00	1	RM 101
		6X33KN8ZD2X6	925.00	1	RM 101
		6X33KN8ZD2Y4	925.00	1	RM 101
		6X33KN8ZD2YA	925.00	1	RM 101
		6X33KN8ZD2YB	925.00	1	RM 101
		6X33KN8ZD2YC	925.00	1	RM 101
		USC31900JC	925.00	1	RM 101
		USC31900JV	925.00	1	RM 101
		USC31900K1	925.00	1	RM 101
		USC31900W4	925.00	1	RM 101
		USC31900W5	925.00	1	RM 101
		USC319015K	925.00	1	RM 101
		USC319016H	925.00	1	RM 101
		USC319016J	925.00	1	RM 101
		USC319016M	925.00	1	RM 101
		USC319016N	925.00	1	RM 102
		USC319016P	925.00	1	RM 101
		USC319016R	925.00	1	RM 101
	MONITOR, SAMSUNG 750S 17"	AN17HCBW116899	143.00	1	RM 101
		AN17HCBW117082	143.00	1	RM 101
		AN17HCBW117103	143.00	1	RM 101
		AN17HCBW117122	143.00	1	RM 101
		AN17HCBW117128	143.00	1	RM 101
		AN17HCBW117155	143.00	1	RM 101
		AN17HCCW206720	143.00	1	RM 101
		AN17HCCW206756	143.00	1	RM 101
		AN17HCCW206757	143.00	1	RM 101
		AN17HCCW206766	143.00	1	RM 101
		AN17HCCW206767	143.00	1	RM 101
		AN17HCCW206783	143.00	1	RM 101
		AN17HCCW206784	143.00	1	RM 101
		AN17HCCW206787	143.00	1	RM 102

		AN17HCCW206788	143.00	1	RM 101
		AN17HCCW206790	143.00	1	RM 101
		AN17HCCW206791	143.00	1	RM 101
		AN17HCCW206794	143.00	1	RM 101
		AN17HCCW206795	143.00	1	RM 101
		AN17HCCW206798	143.00	1	RM 101
		AN17HCCW206800	143.00	1	RM 101
		AN17HCCW206801	143.00	1	RM 101
		AN17HCCW206959	143.00	1	RM 101
		AN17HCCW206960	143.00	1	RM 101
		AN17HCCW207027	143.00	1	RM 101
		AN17HCCW207028	143.00	1	RM 101
		AN17HCCW212809	143.00	1	RM 101
		AN17HCCW212841	143.00	1	RM 101
		AN17HCCW212850	143.00	1	RM 101
		AN17HCCW212851	143.00	1	RM 101
4120 01 Z02 3893	8000 BTU COOLING HAMPTON BAY	KM3613552830	229.00	1	RM 111
	AIR CONDITIONERS, EMERSON	KE7309242903	299.00	1	BASEMENT
	816D44H	KE7310232803	299.00	1	BASEMENT
7430 01 Z01 7037	TYPE WRITER, IBM, WHEELWRITER	11FZ239	789.07	1	RM 111
	15, SERIES 11, NP				
	PRINTER, LASERJET 8150N	SJPBLM61205	2,407.00	1	RM 101
7035 01 Z02 4261	PRINTER,LASERJET 4100,HEWLETT	USGNK17845	1,051.00	1	RM101
	PACKARD MDL C8049A	USGNK17848	1,051.00	1	RM102
7025 01 Z02 4158	PRINTER, LASERJET 4100	USBBB00232	1,099.99	1	RM 101
7035 01 Z02 3733	POWER SUPPLY, APC, UPS 400	095050224174	409.10	1	RM 101
	AIR CLEANER, P-267-004-BA MODEL	9027113520	177.00	1	
	NO 13520				
	AMERICAN POWER CONVERSION	NB0122141554	182.00	1	RM101
	BP420S	NB0122141563	182.00	1	RM102
4110 00 879 5944	REFRIGERATOR, HOUSEHOLD, 14	AG519090	379.95	1	RM 112
	CF, 2DR				
TO BE ASSIGNED	DITTO MAX	UCO805COAV	99.99	1	RM 102
5815 01 Z02 1574	PRINTER, FAX,COPIER, HP MDL	SG64HK206Z	149.99	1	RM 111
	C2890A				
<b>TOTAL</b>			<b>41,600.16</b>	<b>73</b>	
<b>TOTAL</b>			<b>1,170.93</b>	<b>6</b>	

**STATEMENT OF WORK**

**NOTE 1:** Reference FAR Provision 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS, Paragraph ( c) Period of Acceptance of Offers: 30 calendar days is changed to 60 calendar days.

**NOTE 2:** REGISTRATION FOR CONTRACTOR-OWNED AND CONTRACTOR EMPLOYEE-OWNED VEHICLES. The Contractor shall comply with the requirements of the Installation Provost Marshal's Office (PMO) regarding registration of Contractor-owned and Contractor employee-owned vehicles. Prior to commencement of performance, the Contractor shall provide the PMO with names of all employees who will be driving a privately owned vehicle onto the Installation and shall require all Contractor employees to register all privately-owned vehicles (POVs) with the PMO. The Contractor shall also register all Contractor-owned vehicles with the PMO. The Contractor and its employees shall comply with all renewal of registration requirements for these vehicles. The Contractor will provide the PMO with updates of any new employees who will be driving a privately owned vehicle or Contractor owned vehicles. The Contractor, upon completion of the contract or termination of an individual's employment shall remove vehicle registration decals from the vehicle and remnants of the decal shall be turned in to the Provost Marshal's Office. Registration and cancellation shall be accomplished at the Installation Provost Office, Building 8-1078 Randolph Street, Fort Bragg, North Carolina, between the hours of 7:30 a.m. and 11:30 a.m. or 12:30 p.m. and 4:30 p.m., Monday through Friday, excluding Government holidays.

**NOTE 3:** Reference DFAR 252.204-7001 Commercial and Government Entity (CAGE) Reporting, The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address.

**NOTE 4:** [Reference DFAR 252.204-7004 Required Central Contractor Registration , paragraph \(b\) \(1\) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation.](#)

**NOTE 5:** Reference DFAR 252.204-7004 Required Central Contractor Registration , paragraph (b)(3) Lack of registration in the CCR database will make an offeror ineligible for award. To register with CCR call 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil> .

## SECTION C

### DESCRIPTION/SPECS/WORK STATEMENT

#### 1. GENERAL

**1.1 SCOPE OF WORK.** The Contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform educational instruction for the Soldier Development Program as defined in this Performance Work Statement (PWS) except as specified in Section C-3 as Government furnished property and services at Fort Bragg, North Carolina. The Contractor shall perform to the standards in this contract. The estimated quantities of work are listed in Technical Exhibit 1, Workload Estimates.

**1.2. BACKGROUND INFORMATION.** Soldier Development Programs provide academic instruction in job related skills. These programs support readiness and training and are available to the soldiers at no cost. This PWS specifically addresses the Leader Skill Enhancement Courses (LSEC) and Basic Skills Education Program (BSEP). LSEC courses are to assist soldiers meet their leadership responsibilities as trainers, supervisors, and communicators. Courses may be conducted to assist unit readiness, cross training, or in preparation for the Non-Commissioned Officer Enlisted System (NCOES). LSEC courses support readiness and training beyond the fundamental level. LSEC courses are based on the nine leadership competencies. These courses may include communicative skills, computer literacy, stress management, and counseling. BSEP is the commander's primary on duty education. The purposes of BSEP are to promote retention, increase re-enlistment options and to improve job performance.

**1.3. PERSONNEL.** The Contractor shall ensure that there are sufficient, qualified personnel to properly perform this contract. Within ten (10) calendar days after contract award, the Contractor shall provide in writing to the Contracting Officer and Contracting Officer's Representative (COR), the name and telephone number of the site administrator and an alternate who can act as his/her representative and who will be responsible for overall coordination and implementation of services.

**1.3.1. Site Administrator.** The Contractor shall provide a full-time, on-site administrator who shall be responsible for the performance of the work. The Site-Administrator shall have a minimum of a Master's degree in a related education field (i.e., Adult Education, Business Administration, Management, or Human Resources), and a minimum of four years of full-time job experience managing or administering an adult education program or an equivalent education/training related program. The Site Administrator shall not be authorized to work as an instructor, or to perform work in other programs or at other sites operated by the Contractor.

**1.3.1.1.** The site administrator or alternate shall be available during normal duty hours within one business day to meet on the installation with Government personnel designated by the Contracting Officer to discuss problem areas.

**1.3.1.2.** The Contractor shall provide a roster of personnel expected to perform services under this contract to the COR, ten (10) workdays prior to commencing work. The Contractor shall update this roster within three (3) workdays if personnel changes occur.

**1.3.2. Contractor personnel shall meet the following requirements:**

**1.3.2.1. Contractor personnel must be able to read, write, speak and understand English.**

**1.3.2.1.2.** The Government has the right to restrict the employment under the contract of any Contractor employee, or prospective Contractor employee, who is identified as a potential threat to the health, safety, security, general well being or operational mission of the installation and its population.

**1.3.2.1.3.** Contractor personnel shall present a neat appearance and be easily recognized. Contractor personnel must be recognizable as such while on the installation by wearing appropriate name tags/badges, which contain the company name and employee name.

**1.3.2.2. QUALIFICATIONS:** The Contractor shall ensure that employees are qualified by presenting resumes or proof of teacher certification before starting work. The Contractor shall document and certify that all personnel meet minimum qualifications.

1.3.2.2.1.2. Support and Clerical Personnel. The Contractor shall provide support and clerical personnel that possess a minimum of a high school diploma, and one year of full-time job experience.

1.3.2.2.1.3. LEADER SKILLS ENHANCEMENT COURSE (LSEC) Instructors. The Contractor shall provide LSEC instructors who possess either a BA/BS in appropriate field or twelve (12) months prior teaching experience; possessing relevant education or teaching experience and capable of teaching adults. A thorough knowledge of subject matter shall be demonstrated by education, experience, skill, or by any combination of these.

1.3.2.2.1.4. BASIC SKILLS EDUCATION PROGRAM (BSEP)/CYBER-Based Instructional Systems (BASE/CYBIS) Instructors. The Contractor shall provide one full-time BSEP/CYBIS Administrator with a minimum of a baccalaureate degree from a regionally accredited institution in the field of elementary/secondary education, adult education, computer education, or related field, two years of full-time teaching experience at the elementary/secondary or post-secondary level, and two years of computer experience documented by employment history; and a teaching certificate from any State (certificate maybe elementary or secondary). The BSEP/CYBIS Administrator shall have successfully completed all of the required courses comprising the CYBIS CREATE curriculum, which is furnished by the Government, during the first 60 days in the position. The BSEP/CYBIS Administrator shall not be authorized to perform work in other programs or at other sites operated by the Contractor. The BSEP/CYBIS Administrator shall be qualified to arrange and provide instructional services on demand to classes, military units, and individuals. The BSEP/CYBIS Administrator shall be qualified to operate a comprehensive, open-entry computer education facility. The BSEP/CYBIS Administrator shall be qualified to supervise and train the BSEP/CYBIS Technician and BSEP/CYBIS Curriculum Specialist.

1.3.2.2.1.5. BSEP/CYBIS Technician. The Contractor shall provide one full-time BSEP/CYBIS Technician, who shall be an instructor with a baccalaureate degree, two years of full-time teaching experience in secondary or postsecondary education, and one year of computer experience documented by employment history. The BSEP/CYBIS Technician shall have successfully completed all of the required courses comprising the CYBIS CREATE curriculum, which is furnished by the Government, during the first 120 days in the position.

1.3.2.2.1.6. The BSEP/CYBIS Curriculum Specialist. The Contractor shall provide two full-time CYBIS Curriculum Specialist during duty hours, which shall be instructors with a baccalaureate degree, two years of full-time teaching experience in secondary or postsecondary education and one year of computer experience documented by employment history. The BSEP/CYBIS Curriculum Specialist shall have successfully completed all of the required courses comprising the CYBIS CREATE curriculum, which is furnish by the Government, during the first 120 days in the position.

1.3.3 The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest nor shall the Contractor employ any person who is an employee of the Department of the Army, either military or civilian, unless such person seeks and receives approval in accordance with DODD 5500.7-R. In addition, the Contractor shall not employ any person who is an employee of the Department of the Army if such employment would be contrary to the policies contained in DODD 5500.7-R.

1.3.4. The Contractor shall have available 2 classrooms wired for a computer lab 7 days after the contract start date. The Contractor shall be prepared to offer all LSEC classes by contract start date.

#### 1.4. ACCREDITATION.

1.4.1. Associations. The Contractor shall be accredited by one of the following:

Nationally recognized, college-degree granting institutions: American Association of Bible Colleges; Association of Independent Schools and Colleges; Middle States Association of Colleges and Schools; New England Association of Schools and Colleges; North Central Association of Colleges and Schools; North West Association of Schools and Colleges; Southern Association of Colleges and Schools; or Western Association of Schools and Colleges.

1.4.2. Non-Accreditation. Accreditation is neither divisible nor transferable. A non-accredited institution or organization does not gain accredited status solely because of an affiliation or arrangement with an accredited institution.

1.5. PHYSICAL SECURITY. The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

1.5.1. Key Control. The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that will be included in the quality control plan.

1.5.1.1. The Contractor shall report the occurrences of a lost or duplicated key to the Contracting Officer.

1.5.1.2. In the event keys, other than master keys are lost or duplicated, the Contractor will be required, upon direction of the Contracting Officer, to rekey or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform rekeying. When the Government performs the replacement of locks or rekeying, the total cost of rekeying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, the Government shall replace all locks and keys for that system and the total cost deducted from the monthly payment due.

1.5.1.3. The Contractor shall prohibit the use of keys issued by the Government by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by the Contractor's employees to permit entrance of persons other than Contractor's employees engaged in the performance of assigned work in those areas.

#### 1.6. QUALITY CONTROL.

1.6.1. The Contractor shall establish and maintain a complete Quality Control Plan to ensure the requirements of the contract are provided as specified. One copy of the Contractor's Quality Control Plan shall be provided to the Contracting Officer not later than the pre-performance conference. An updated copy must be provided to the Contracting Officer on the contract start date and as changes occur.

1.6.1.2. The plan shall include:

1.6.1.2.1. The method(s) for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.

1.7. QUALITY ASSURANCE. The Government will evaluate the Contractor's performance under this contract using checklists, as specified in Technical Exhibit 2, as the method of surveillance. The Government will record all surveillance observations. When an observation indicates defective performance, the COR will request the Site Administrator to initial the observation.

1.7.1. Performance Evaluation Meetings. The Site Administrator may be required to meet at least weekly with the Contracting Officer's Representative (COR) and the Contracting Officer during the first month of the contract. Meetings will be as often as necessary thereafter as determined by the Contracting Officer. However, if the Contractor requests, a meeting will be held whenever a Contract Discrepancy Report is issued. The written minutes of these meetings shall be signed by the Contractor's manager, Contracting Officer and COR. Should the Contractor not concur with the minutes, the Contractor shall so state any areas of nonoccurrence in writing to the Contracting Officer within one (1) calendar day of receipt of the signed minutes.

#### 1.8 HOURS OF OPERATION.

1.8.1. Normal Hours. The Contractor shall maintain the following customer service hours: 9:00 AM to 5:30 PM, Monday through Friday. LSEC/ BSEP offered during duty hours.

1.8.1.1. Recognized Holidays. LSEC/BSEP classes may be conducted on installation training holidays but will close on federal holidays. A training holiday is usually the workday before a federal holiday. No classes will be conducted on federal holidays, the Friday after Thanksgiving, and the last scheduled workday prior to Christmas Day until the first scheduled workday in January.

1.9 . CONSERVATION OF UTILITIES. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include:

1.9.1. Light shall be used only in areas where and when work is actually being performed.

1.9.2. Mechanical equipment controls for heating, ventilation and air conditioning systems shall not be adjusted by the employees.

1.9.3. Water faucets or valves shall be turned off after the required usage has been accomplished.

#### 1.10. GENERAL REQUIREMENTS.

##### 1.10.1. Authorized Students.

1.10.1.1. Military Students. Students shall be active-duty Army personnel and other military personnel approved by Education Services Officer (ESO), or Contracting Officer's Representative (COR), for payment of enrollment fees by the Government under this contract.

1.10.1.2. Civilian Students. The Contractor may accept civilian students on a space available basis who are eighteen (18) years of age or older.

1.10.1.3. Civilian Enrollment Priorities. The Contractor shall enroll civilian students on a space-available basis according to the following priorities: (1) active duty family members; (2) Department of Defense civilian employees (3) military retirees.

1.10.1.4. Funding. The Contractor shall require civilian students to pay the same enrollment fees as the Government is charged. Government funding and personnel resources shall not be authorized to support civilian enrollments. Classes and services exclusively for civilian students shall not be authorized in Government-furnished facilities. Civilians are responsible for payment of their enrollment fees. The Contractor shall refund civilian enrollment fees for civilian students displaced by military students, disenrolled during the registration period, and/or registered for cancelled classes, in accordance with established institutional policy.

1.10.1.5. Civilian Conduct. The Contractor shall assume full responsibility for the conduct of civilian students, and shall immediately remove from class any civilian who fails to comply with all Army rules and regulations.

1.10.1.6. Minimum Education Requirements. All military and civilian students shall be high school graduates, or have a documented High School GED credential.

1.10.1.7. Class Parameters. LSEC classes shall have a minimum enrollment of eight (8) soldiers and no more than twenty (20) students per class. Normally, if class enrollment is less than 8 soldiers, the class may be cancelled, rescheduled, and based upon mutual agreement between the Contractor and the COR. BSEP class range is a minimum of twenty (20) students to a maximum of 60 per cycle. By close of business on the first day of class, the Contractor shall furnish to the COR via email, or fax if email is not available, a listing by class of the number of students listed by active duty, family member, DoD civilian, and other. However, the ESO/COR has authority to make exception to policy and allow classes to be conducted with less than twenty (20) soldiers for BSEP and less than eight (8) for LSEP. Contractor must have written approval for this exception from ESO or COR.

1.10.1.8. Participation Data. Historical data from FY02 is provided in Technical Exhibit 1.

#### 1.11. CLASS SCHEDULING.

1.11.1. Notification. The Government will provide four (4) weeks notice or lead-time in requests for new courses of instruction or service. The Government will provide four (4) weeks notice when a course, program, or service is to be eliminated.

1.11.1.1. A minimum two-day notice will be furnished to the Contractor by the Government, excluding weekends and holidays, before a course is scheduled to begin,

1.11.2. Courses may be conducted on installation training holidays. Training Holiday is usually the day before a federal holiday. No classes will be conducted on federal holidays and the Friday after Thanksgiving and 24 December until the first workday in January.

#### 1.12. CLASS RECORDS AND REPORTS.

1.12.1. Documentation. The Contractor shall be responsible for maintaining all class records and student forms, including a class registration list, class attendance roster, affirmative action report, participation data, test scores, and final grades. Three days after the beginning of a class, the Contractor shall furnish to the COR or COR representative, a copy of the Student Registration Form listing all active duty students with social security numbers and a list of the total number of students in the class listed by active duty, family member, DoD civilian, and other. At the end of each course, the Contractor shall furnish to the COR, a written report of the students who have satisfactorily completed the course. The Contractor shall prepare an institutional certificate of completion for all courses.

1.12.2. Programs of Instruction (POI). All Programs of Instruction (POIs), POI modifications, and supporting materials shall be developed by the Contractor, and shall become the property of the Government. POIs shall be submitted to the Contracting Officer for review and approval within fifteen (15) days after contract award date. Any revisions thereto shall also be submitted to the Contracting Officer, as directed for review and approval prior to implementation. A copy of all POIs shall be provided to the COR.

1.12.3. LSEC Reports. Within five (5) workdays after completion of each LSEC cycle, the Contractor shall prepare and submit to the COR a LSEC monthly cumulative report. As a minimum it shall include all information as outlined in Technical Exhibit 3. The Site Administrator shall review reports with COR at time of submission.

1.12.4. BSEP Reports. Within five (5) workdays after completion of each BSEP Cycle, the Contractor shall prepare and submit to the COR a BSEP monthly cumulative report. As a minimum it shall include all information outlined in Technical Exhibit 4. The Site Administrator shall review reports with the COR at time of submission.

#### 1.13. PROGRAM DESCRIPTIONS.



C.1.13.1. Leader Skills Enhancement Course (LSEC). The Leader Skills Enhancement Course (LSEC) presents courses to enhance education competence, which supports soldiers, career development, and growth; and to assist in unit readiness and cross training. LSEC course synopsis listing is provided at Technical Exhibit 5.

C.1.13.2. Basic Skills Education Program (BSEP) Cyber-Based Instructional System (BSEP/CYBIS). The BSEP program is a standardized job-related curriculum providing on duty instruction in a set of skills qualifications, prerequisites academic competencies necessary for job proficiency and preparation for advanced training. The BSEP program at Fort Bragg is deliver via the CYBER-Based Instructional System (CYBIS). The CYBIS system is computer deliver instruction on-line via the Government-owned network, and off-line via Government owned software. BSEP/CYBIS lessons range in difficulty from basic to graduate level. Both academic and military subjects are offered. There is over 100,000 lessons available system-wide.

C.1.1.3.3. BSEP Program Eligibility. Local Commanders prior to registration for this on-duty program approve all BSEP enrollments. BSEP is recommended for soldiers who do not have a General Technical (GT) or Standard Technical (ST) score of a least 110; who do not meet Army recommended reading standards; who score below minimum standards of the Test of Adult Basic Education (TABE); who may be working on a GED equivalency certificate; who fail college admission/placement tests or military school entrance tests.

## 2. DEFINITIONS

### 2.1. STANDARD DEFINITIONS.

2.1.1. Acceptable Quality Level (AQL). The AQL is the maximum percent defective (or the number of defects per hundred units) that, for purposes of sampling inspection can be considered satisfactory.

2.1.2. Contracting Officer. A person duly appointed with the authority to enter into and administer contracts on behalf of the Government.

2.1.3. Contracting Officer Representative (COR). An individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

2.1.4. Customer Complaint. A means of documenting certain kinds of contract service problems. A Government program that is explained to every organization that receives service under this contract, which is used to evaluate a Contractor's performance.

2.1.5. Defective Service. A service output that does not meet the standard of performance associated with it in the Performance Requirements Summary (PRS).

2.1.6. Government Property. All property owned by or leased to the Government or acquired by the Government under the terms of the contract. Government property includes both Government-furnished property and Contractor acquired property as defined in FAR 45.101.

2.1.7. Government Property Administrator. An authorized representative of the Contracting Officer appointed in writing to administer contract requirements and obligations relative to Government property (FAR 45.101).

2.1.8. Lot. The total number of service outputs in a surveillance period, as defined in the Performance Requirements column of the Performance Requirements Summary (PRS).

2.1.9. Performance Requirement. The point that divides acceptable and unacceptable performance. In the case of surveillance by random sampling, the performance requirement is the maximum number of defectives in the random sample chosen that may occur before the Government will effect the price computation system in accordance with the Performance Requirements summary and the Inspection of Services clause. When the method of surveillance is other than random sampling, the performance requirement is the number of defectives or maximum percent defective in the lot before the Government will effect the price computation system in accordance with the Performance Requirements Summary and the Inspection of Services clause.

2.1.10. Performance Requirements Summary (PRS). Identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor.

2.1.11. Quality Assurance. Those actions taken by the Government to assure services meet the requirements of the Performance Work Statement (PWS) and all other service outputs.

2.1.12. Quality Assurance Evaluator (QAE). A Government person responsible for surveillance of Contractor performance.

2.1.13. Quality Assurance Surveillance Plan (QASP). An organized written document used for quality assurance surveillance. The document contains specific methods to perform surveillance of the Contractor.

2.1.14. Quality Control. Those actions taken by a Contractor to control the performance of services so that they meet the requirements of the PWS.

2.1.15. Random Sampling. A sampling method in which each service output in a lot has an equal chance of being selected.

2.1.16. Sample. A sample consists of one or more service outputs drawn from a lot. The number of outputs in the sample is the sample size.

2.1.17. Sampling Guide. The part of the surveillance plan, which contains all the information, needed to perform surveillance of the service output(s) by the random sampling method of surveillance.

## 2.2. TECHNICAL DEFINITIONS PECULIAR TO THIS PWS.

2.2.1. AARTS - Army/American Council on Education Registry Transcript System

2.2.2. ACE - American Council on Education

2.2.3. ACES - Army Continuing Education System

2.2.4. AFCT - Armed Forces Classification Test

2.2.5. APT - Army Personnel Test

2.2.6. AR - Army Regulation

2.2.7. BA - Bachelor of Arts

2.2.8. BSEP – Basic Skills Education Program

2.2.9. BNCOC - Basic Non-Commissioned Officer Course

2.2.10. BS - Bachelor of Science

2.2.11. CAI - Computer Assisted Instruction

2.2.12. CEU - Continuing Education Unit

2.2.13. CLIN - Contract Line Item Number

- 2.2.14. COR - Contracting Officer's Representative
- 2.2.15. DA - Department of the Army
- 2.2.16. DANTES - Defense Activity for Non-Traditional Education Support
- 2.2.17. DLI - Defense Language Institute
- 2.2.18. DOD – Department of Defense
- 2.2.19. ESD - Education Services Division
- 2.2.20. ESO - Education Services Officer
- 2.2.21. FM - Family Member
- 2.2.22. FY - Fiscal Year
- 2.2.23. GED - General Education Development
- 2.2.24. GT - General Technical Score (as measured by the Armed Forces Classification Test)
- 2.2.25. JCCBI - Joint Committee on Computer-Based Instruction
- 2.2.26. LSEC - Leader Skill Enhancement Course
- 2.2.27. NCO - Noncommissioned Officer
- 2.2.28. NCOES - Noncommissioned Officer Education System
- 2.2.29. NCO LEAD - NCO Leader Education and Development
- 2.2.30. POI - Program of Instruction
- 2.2.31. SATS – Standard Army Training System
- 2.2.32. SERO – Southeast Regional Office
- 2.2.33. TCO - Test Control Officer
- 2.2.33. TRADOC -Training and Doctrine Command
- 2.2.35. ULLS 4- Unit Level Logistics System – S-4 (Automated Supply Control)
- 2.2.36. ULLS-Supervisors – Unit Level Logistics System – (for supervisors)
- 2.2.37. ULLS-Ground Unit Level Logistics System – Ground

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES. The Government shall provide, without cost, the facilities, equipment, materials, and/or services listed below.

### 3.1. PROPERTY.

3.1.1. Facilities. The Government shall furnish and/or make available facilities described in Technical Exhibit 8. Facilities have been inspected for compliance with the Occupational Safety and Health Act (OSHA). No hazards have been identified for which workarounds have been established. The Government corrects OSHA hazards in accordance with post wide Government developed and approved plans of abatement taking into account safety and health priorities. A higher priority for correction will not be assigned to the facilities provided hereunder merely because of this contracting initiative. The fact that no such conditions have been identified does not warrant or guarantee that no possible hazard exists, or that workaround procedures will not be necessary or that the facilities as furnished will be adequate to meet the responsibilities of the Contractor. Compliance with the Occupational Safety and Health Act and other applicable laws and regulations for the protection of employees is exclusively the obligation of the Contractor, and the Government will assume no liability or responsibility for the Contractor's compliance or noncompliance with such

responsibilities, with the exception of the aforementioned responsibility to make corrections in accordance with approved plans of abatement subject to post wide priorities. Prior to any modification of the facilities performed by the Contractor, the Contractor must notify the Contracting Officer and provide documentation describing in detail the modification requested. No alterations to the facilities shall be made without specific written permission from the Contracting Officer, however, in the case of alterations necessary to OSHA compliance, such permission will not be unreasonably withheld. The Contractor shall return the facilities to the Government in the same condition as received, fair wear and tear and approved modifications excepted. These facilities shall be used for performance of this contract only.

3.1.2. Equipment. The Government shall provide the Contractor the equipment listed in Technical Exhibit 9. Government furnished equipment designated in 3.1.2.2. below and Technical Exhibit 9 shall be managed in accordance with the provisions of FAR Part 45. The procedures specified are in addition to those required by the Government Property clause of this contract.

3.1.2.1. Equipment Inventory. Within 5 working days prior to start of the basic contract period, the Contractor and a Government representative shall conduct a joint inventory of all Government furnished equipment listed in Technical Exhibit 9 and the Contractor shall receipt for all equipment provided by the Government. The Contractor and a Government representative shall jointly determine the working order and condition of all equipment. Items of equipment missing or not in working order shall be recorded. The Government will replace missing items and repair all items not in working order or the contracting officer will direct the Contractor to replace the missing item(s) and accomplish the repair and the Contractor will be reimbursed therefore. The Government representative will give disposition instructions for items beyond repair. The Contractor and the Government representative shall certify their agreement as to the working order of the equipment. If the Contractor does not participate in the inventory, the Contractor must accept as accurate the listing and stated condition of equipment provided by the Government. If the Contractor participates in the inventory, but does not agree with the Government representative's determination as to the working order of the equipment, this failure of the Contractor to agree on working order and defectives shall be treated as a dispute pursuant to the clause of this contract entitled, "Disputes".

3.1.2.2. Equipment Accounting. Government furnished equipment are accounted for on DA Form 3161, titled "Request for Issue or Turn-In". The Contractor shall designate custodians and alternates to receipt and account for Government furnished equipment on custodian authorization/custody receipt listings. Government furnished equipment is designated in Technical Exhibit 9. The Government shall provide the custodians and their alternates initial equipment custodian training.

3.1.2.3. Obtaining Additional or Replacement Equipment. The Contractor shall submit requests for additional or replacement Government furnished equipment required in the performance of the contract using DA Form 3161. The Contractor shall submit such requests through the COR to the functional area chief and contracting officer for approval and any appropriate contract modification. Upon approval, the Contractor shall obtain the equipment by placing order for such items in accordance with DA Supply Bulletin 8-75, using operating funds provided by the Government for that purpose.

3.1.2.4. Equipment Accountability. During the one month period immediately prior to the end of this contract (to include option periods or extensions if applicable) a joint inventory of equipment shall be conducted by the Contractor and a Government representative. The Contractor shall be liable for loss or damage to Government furnished property beyond fair wear and tear in accordance with FAR 52.245-2, Government Property (Fixed Price Contracts). Compensation shall be effected either by reduced amounts owed to the Contractor or by direct payment by the Contractor, the method to be determined by the contracting officer. All equipment in need of repair/maintenance shall be repaired/maintained by the Contractor within 30 days of discovery, but before the joint inventory is made. All repairs/maintenance not performed by the Contractor shall be made at the Government's option and at the Contractor's expense. In the case of damaged property, the amount of compensation due the Government by the Contractor shall be the actual cost of repair, provided such amount does not exceed the economical repair value. In the case of loss or damage beyond economical repair to equipment, the amount of the Contractor's liability shall be the depreciated replacement value of the item to be determined by the contracting officer. Any failure of the Contractor to agree with such determination shall be treated as a dispute pursuant to the clause of this contract entitled "Disputes."

3.1.2.5. Annual Government Property and Facilities Report. The Contractor shall submit an annual report of Government-furnished property and facilities as of 30 September each year. The report is submitted on DD Form 1662, DoD Property in the Custody of Contractors, in duplicate, to the property administrator not later than the first week of October annually. Forms will be supplied to the Contractor for completion of the report.

### 3.1.3. Materials

3.1.3.1. Initial Materials Furnished. The government shall furnish an initial Inventory of materials listed in Technical Exhibit 9. These materials shall be jointly inventoried at the start of the contract by the Contractor and Government representatives.

3.1.3.2. Government-Furnished Curriculum. All curriculum materials are the property of the Government and will be provided to the Contractor. The Contractor shall not use other instructional materials without prior review and approval by the Government. Whenever the Government-furnished curriculum is updated, obsolete materials will be replaced and destroyed. The Contractor shall not be authorized to use obsolete materials.

## 3.2. SERVICES.

3.2.1. Utilities. The Government will provide all utilities in the buildings furnished by the Government.

3.2.2. Postal/Installation Distribution. The Government will provide postal/ installation distribution.

3.2.3. Telephone. No phone is provided by the Government. The Contractor is responsible for obtaining a pay phone or their own telephone lines.

3.2.3. Custodial Service. The Government will provide limited custodial service.

3.2.4. Refuse Collection. The Government will provide limited refuse services.

3.2.5. Grounds Maintenance. The Government will provide grounds maintenance services.

3.2.6. Equipment Maintenance. The requirements for Contractor maintenance are detailed in Section C.5.

3.2.7. Military Police and Fire Protection. Phone Number 9-1-1.

3.2.9. Emergency Medical Treatment. Medical services for Contractor personnel are the responsibility of the Contractor. However, the Government will provide, on an emergency basis, medical services for job related injuries while an employee is performing under this contract. Emergency medical care is available to the Contractor employees at Womack Army Medical Center. For Emergency ambulance service, call 9-1-1. Such emergency medical care will be limited to those services necessary to prevent undue suffering or loss of life and will be provided only during the period of emergency. In such circumstances, action shall be taken to transfer employees of the Contractor to a civilian health care provider as soon as the emergency period ends. The Contractor shall reimburse the Government for emergency medical services provided upon receipt of an invoice from Womack Army Medical Center, Fort Bragg, North Carolina, at the rates specified in accordance with Health Service Command Message Number 40-3. If the invoice is not paid, cost may be set-off by the Contracting Officer against future payments to the Contractor.

## 4. CONTRACTOR FURNISHED ITEMS AND SERVICES.

4.1. GENERAL. Except for those items or services specifically stated to be Government furnished in Section C-3, the Contractor shall furnish everything required to perform this performance work statement.

4.2. The Contractor shall be responsible for following the manner of presentation, class format, testing and related instructional activities specified by the Government- furnished curricula guidance. The Contractor shall adhere to standards of performance, which are generally acceptable to the post-secondary teaching profession.

4.3 All services shall be delivered to the Soldier Development Branch, Education Services Division, Fort Bragg, North Carolina.

5. **SPECIFIC TASKS.** The Contractor shall provide all services, supplies, supervision, equipment and all other necessary items for the Leader Skills Enhancement Courses (LSEC) and Basic Skills Education Program (BSEP).

5.1.1. **Marketing.** The Contractor shall be required to print and distribute class schedules and course descriptions on quarterly basis for distribution. The COR will approve the content and distribution list prior to release.

5.1.2. **Course Development, LSEP.** The Contractor shall be responsible for designing, creating, organizing, authoring, packaging and delivering special group programs of instruction tailored to the changing needs of the Fort Bragg military population.

5.1.3. **BSEP/CYBIS.** The Contractor shall provide instructional and administrative services to conduct computer-delivered courses on-line via the Government-owned network, and off-line via Government-owned software.

5.1.3.1. **BSEP/CYBIS Lab Operation:** There will be two (2) labs with one (1) each BSEP/CYBIS Curriculum Specialist/Instructor in each lab during hours of operation Monday through Friday.

5.1.3.2. **BSEP/CYBIS Functions and Features.** The Contractor shall be responsible for all BSEP/CYBIS functions, including hardware requirements, software requirements, technical troubleshooting, system maintenance, and reporting requirements. The Contractor shall operate all computer features on BSEP/CYBIS, which include but are not limited to text presentation, graphics and animation, complex response judging, on-line testing and item analysis, variable management strategies, tutorials and lesson branching, multiple and simultaneous lesson delivery. Comply with on-line lesson catalog, electronic mail, personal notes/group notes files, instructor/student note files, computer-to-computer real time communication, monitor mode, on line calculations, lesson repackaging, course customization, records management, and file maintenance.

5.1.3.3. **Trouble Shooting.** The Contractor shall be responsible for daily contacts between the mainframe representatives and the systems specialist at the identified Government site for such contact. All equipment and telecommunications problems shall be reported within one hour of occurrence, according to established protocol.

5.1.3.4 **Courseware Changes.** The Contractor shall coordinate with Training and Doctrine Command (TRADOC) courseware analyst to add, delete, revise, or update computer lessons, and to add new system releases.

5.1.4. **User Orientation.** The Contractor shall conduct individual and group orientation briefings for all first-time users on keyboarding, equipment features, on- line catalog/menu access, training objectives, completion criteria, testing options, and Army regulations. Briefings shall be modified for length and content, based upon the target audience.

5.1.5. **Maintenance and Repair.** The Contractor shall perform weekly cleaning and preventive maintenance on all Government-furnished computer hardware and multimedia equipment. The Contractor shall notify the COR and if necessary, take the equipment to be repaired to the repair facility on Fort Bragg as directed by the COR.

## 6. APPLICABLE PUBLICATIONS AND FORMS

Publications and forms applicable to this Performance Work Statement (PWS) are listed below. The publications and forms have been coded as mandatory or advisory. The Contractor is obligated to follow those publications and use those forms coded as mandatory to the extent (that is, a specific procedure in a paragraph, section, chapter or volume) specified in the PWS. The Contractor shall be guided by those publications or use those forms coded advisory to the extent necessary to accomplish requirements in the Performance Work Statement. All military publications and forms listed shall be provided by the Government at the start of the contract. The Government will maintain all listed publications. Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract. The Contractor shall immediately implement those changes in publications which result in a decrease or no change in the contract price. The Contractor shall submit to the Administrative

Contracting Officer (ACO) a price proposal within 30 calendar days from the date the Contractor receives notice of the revision, supplement, or amendment giving rise to the decrease in cost of performance. Prior to implementing any such revision, supplement, or amendment that will result in an increase in contract price, the Contractor shall submit to the Contracting Officer a price proposal and obtain the prior approval of the ACO. Said price proposal shall be submitted within 30 calendar days from the date the Contractor receives notice of the revision, supplement, or amendment giving rise to the increase in cost of performance. Changes in the contract price due to supplements and amendments shall be considered under the "Changes" clause. Failure of the Contractor to submit a price proposal within 30 calendar days from the date of receipt of any change shall entitle the Government to performance in accordance with such change at no increase in contract price.

<u>PUBLICATION/FORMS</u>	<u>TITLE</u>	<u>MANDATORY/ADVISORY</u>
AR 350 –1	Army Training	X
AR 385-10	The Army Safety Program	X
AR 420-90	Fire Emergency Services	X
AR 621-5	Army Continuing Education System	X
DA Form 3161	Request for Issue or Turn In	X

Technical Exhibits

1	Workload Estimates
2	COR Inspection Reports
3	BSEP Sign In Roster
4	Class Roster
5	LSEC/BSEP Course Synopsis
6	Required Reports/Submittals
7	Site Administrator Task Lists
8	Government Furnished Facilities
9	Government Furnished Property
10	Wage Determination 1994-2393



TECHNICAL EXHIBIT 4 BSEP

TECHNICAL EXHIBIT 10 WAGE DET

WAGE DETERMINATION NO: 94-2393 REV (25) AREA: NC,FAYETTEVILLE

WAGE DETERMINATION NO: **94-2393** REV (25) AREA: NC,FAYETTEVILLE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
WASHINGTON D.C. 20210William W.Gross  
DirectorDivision of  
Wage Determinations

Wage Determination No.: 1994-2393

Revision No.: 25

Date Of Last Revision: 05/30/2003

States: **North Carolina**, **South Carolina**Area: **North Carolina** Counties of Beaufort, Bladen, Brunswick, Carteret, Columbus, Craven, **Cumberland**, Dare, Duplin, Greene, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Moore, New Hanover, Onslow, Pamlico, Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrrell, Washington, Wayne, Wilson  
**South Carolina** Counties of Dillon, Horry, Marion, Marlboro

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - <b>Accounting Clerk I</b>	9.70
01012 - <b>Accounting Clerk II</b>	11.43
01013 - <b>Accounting Clerk III</b>	14.00
01014 - <b>Accounting Clerk IV</b>	15.65
01030 - Court Reporter	12.58
01050 - Dispatcher, Motor Vehicle	13.93
01060 - Document Preparation <b>Clerk</b>	10.02
01070 - Messenger (Courier)	7.69
01090 - Duplicating Machine Operator	10.02
01110 - Film/Tape Librarian	9.51
01115 - General <b>Clerk I</b>	7.75
01116 - General <b>Clerk II</b>	8.74
01117 - General <b>Clerk III</b>	9.53
01118 - General <b>Clerk IV</b>	10.69
01120 - Housing Referral Assistant	17.23
01131 - Key Entry Operator <b>I</b>	9.69
01132 - Key Entry Operator <b>II</b>	10.55
01191 - Order <b>Clerk I</b>	9.84
01192 - Order <b>Clerk II</b>	10.74
01261 - Personnel Assistant (Employment) <b>I</b>	9.30
01262 - Personnel Assistant (Employment) <b>II</b>	10.44
01263 - Personnel Assistant (Employment) <b>III</b>	12.20
01264 - Personnel Assistant (Employment) <b>IV</b>	15.79
01270 - Production Control <b>Clerk</b>	13.60
01290 - Rental <b>Clerk</b>	9.33
01300 - Scheduler, Maintenance	10.35
01311 - Secretary <b>I</b>	10.35
01312 - Secretary <b>II</b>	13.31
01313 - Secretary <b>III</b>	16.50
01314 - Secretary <b>IV</b>	18.33
01315 - Secretary <b>V</b>	20.28
01320 - Service Order Dispatcher	9.84
01341 - Stenographer <b>I</b>	8.71
01342 - Stenographer <b>II</b>	9.79

01400 - Supply Technician	19.14
01420 - Survey Worker (Interviewer)	11.57
01460 - Switchboard Operator-Receptionist	9.08
01510 - Test Examiner	13.31
01520 - Test Proctor	13.31
01531 - Travel <b>Clerk I</b>	9.39
01532 - Travel <b>Clerk II</b>	10.03
01533 - Travel <b>Clerk III</b>	10.71
01611 - Word Processor <b>I</b>	10.02
01612 - Word Processor <b>II</b>	11.25
01613 - Word Processor <b>III</b>	13.16
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.89
03041 - Computer Operator <b>I</b>	12.61
03042 - Computer Operator <b>II</b>	14.55
03043 - Computer Operator <b>III</b>	17.66
03044 - Computer Operator <b>IV</b>	18.22
03045 - Computer Operator <b>V</b>	20.18
03071 - Computer Programmer <b>I</b> (1)	14.13
03072 - Computer Programmer <b>II</b> (1)	17.40
03073 - Computer Programmer <b>III</b> (1)	20.79
03074 - Computer Programmer <b>IV</b> (1)	23.68
03101 - Computer Systems Analyst <b>I</b> (1)	19.95
03102 - Computer Systems Analyst <b>II</b> (1)	23.88
03103 - Computer Systems Analyst <b>III</b> (1)	27.62
03160 - Peripheral Equipment Operator	12.38
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.32
05010 - Automotive Glass Installer	13.57
05040 - Automotive Worker	13.57
05070 - Electrician, Automotive	15.06
05100 - Mobile Equipment Servicer	12.09
05130 - Motor Equipment Metal Mechanic	15.06
05160 - Motor Equipment Metal Worker	13.57
05190 - Motor Vehicle Mechanic	15.06
05220 - Motor Vehicle Mechanic Helper	11.33
05250 - Motor Vehicle Upholstery Worker	13.57
05280 - Motor Vehicle Wrecker	13.57
05310 - Painter, Automotive	14.52
05340 - Radiator Repair Specialist	13.57
05370 - Tire Repairer	11.68
05400 - Transmission Repair Specialist	15.06
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.48
07010 - Baker	13.08
07041 - Cook <b>I</b>	11.58
07042 - Cook <b>II</b>	13.08
07070 - Dishwasher	8.48
07130 - Meat Cutter	13.08
07250 - Waiter/Waitress	9.32
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.24
09040 - Furniture Handler	10.92
09070 - Furniture Refinisher	16.24
09100 - Furniture Refinisher Helper	12.70
09110 - Furniture Repairer, Minor	14.45
09130 - Upholsterer	16.24
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.48
11060 - Elevator Operator	8.48
11090 - Gardener	11.18
11121 - House Keeping Aid <b>I</b>	7.58
11122 - House Keeping Aid <b>II</b>	8.48
11150 - Janitor	8.48
11210 - Laborer, Grounds Maintenance	9.32

11240 - Maid or Houseman	7.58
11270 - Pest Controller	12.34
11300 - Refuse Collector	8.48
11330 - Tractor Operator	10.84
11360 - Window Cleaner	9.32
12000 - Health Occupations	
12020 - Dental Assistant	12.09
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.02
12071 - Licensed Practical Nurse I	10.85
12072 - Licensed Practical Nurse II	12.18
12073 - Licensed Practical Nurse III	13.62
12100 - Medical Assistant	10.13
12130 - Medical Laboratory Technician	12.40
12160 - Medical Record <b>Clerk</b>	9.34
12190 - Medical Record Technician	12.93
12221 - Nursing Assistant I	8.32
12222 - Nursing Assistant II	9.35
12223 - Nursing Assistant III	10.20
12224 - Nursing Assistant IV	11.47
12250 - Pharmacy Technician	11.63
12280 - Phlebotomist	11.71
12311 - Registered Nurse I	17.15
12312 - Registered Nurse II	20.97
12313 - Registered Nurse II, Specialist	20.97
12314 - Registered Nurse III	25.39
12315 - Registered Nurse III, Anesthetist	25.39
12316 - Registered Nurse IV	30.43
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.03
13011 - Exhibits Specialist I	15.19
13012 - Exhibits Specialist II	18.39
13013 - Exhibits Specialist III	22.05
13041 - Illustrator I	15.19
13042 - Illustrator II	18.39
13043 - Illustrator III	22.05
13047 - Librarian	19.96
13050 - Library Technician	11.63
13071 - Photographer I	14.19
13072 - Photographer II	14.73
13073 - Photographer III	17.84
13074 - Photographer IV	21.28
13075 - Photographer V	25.76
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	6.59
15030 - Counter Attendant	6.59
15040 - Dry Cleaner	8.03
15070 - Finisher, Flatwork, Machine	6.59
15090 - Presser, Hand	6.59
15100 - Presser, Machine, Drycleaning	6.59
15130 - Presser, Machine, Shirts	6.59
15160 - Presser, Machine, Wearing Apparel, Laundry	6.59
15190 - Sewing Machine Operator	8.60
15220 - Tailor	9.11
15250 - Washer, Machine	7.09
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.82
19040 - Tool and Die Maker	19.55
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	10.39
21020 - Material Coordinator	13.34
21030 - Material Expediter	13.34
21040 - Material Handling Laborer	8.72
21050 - Order Filler	9.06
21071 - Forklift Operator	10.45
21080 - Production Line Worker (Food Processing)	10.46

21100 - Shipping/Receiving <b>Clerk</b>	10.04
21130 - Shipping Packer	10.04
21140 - Store Worker <b>I</b>	9.35
21150 - Stock <b>Clerk</b> (Shelf Stocker; Store Worker II)	13.07
21210 - Tools and Parts Attendant	10.82
21400 - Warehouse Specialist	10.82
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.81
23040 - Aircraft Mechanic Helper	13.97
23050 - Aircraft Quality Control Inspector	19.80
23060 - Aircraft Servicer	15.90
23070 - Aircraft Worker	16.87
23100 - Appliance Mechanic	16.24
23120 - Bicycle Repairer	13.11
23125 - Cable Splicer	17.58
23130 - Carpenter, Maintenance	16.24
23140 - Carpet Layer	15.34
23160 - Electrician, Maintenance	19.77
23181 - Electronics Technician, Maintenance <b>I</b>	18.35
23182 - Electronics Technician, Maintenance <b>II</b>	20.39
23183 - Electronics Technician, Maintenance <b>III</b>	21.30
23260 - Fabric Worker	14.46
23290 - Fire Alarm System Mechanic	17.10
23310 - Fire Extinguisher Repairer	13.57
23340 - Fuel Distribution System Mechanic	17.10
23370 - General Maintenance Worker	15.34
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.10
23430 - Heavy Equipment Mechanic	17.10
23440 - Heavy Equipment Operator	14.33
23460 - Instrument Mechanic	17.10
23470 - Laborer	9.64
23500 - Locksmith	16.24
23530 - Machinery Maintenance Mechanic	16.61
23550 - Machinist, Maintenance	16.69
23580 - Maintenance Trades Helper	12.70
23640 - Millwright	17.10
23700 - Office Appliance Repairer	16.24
23740 - Painter, Aircraft	17.86
23760 - Painter, Maintenance	16.24
23790 - Pipefitter, Maintenance	17.10
23800 - Plumber, Maintenance	16.24
23820 - Pneudraulic Systems Mechanic	17.10
23850 - Rigger	17.10
23870 - Scale Mechanic	15.34
23890 - Sheet-Metal Worker, Maintenance	17.10
23910 - Small Engine Mechanic	15.34
23930 - Telecommunication Mechanic <b>I</b>	17.10
23931 - Telecommunication Mechanic <b>II</b>	18.00
23950 - Telephone Lineman	17.10
23960 - Welder, Combination, Maintenance	17.10
23965 - Well Driller	17.10
23970 - Woodcraft Worker	17.10
23980 - Woodworker	13.57
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.94
24580 - Child Care Center <b>Clerk</b>	11.56
24600 - Chore Aid	8.55
24630 - Homemaker	13.98
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.06
25040 - Sewage Plant Operator	17.86
25070 - Stationary Engineer	18.81
25190 - Ventilation Equipment Tender	12.70
25210 - Water Treatment Plant Operator	16.24
27000 - Protective Service Occupations	

(not set) - Police Officer	14.75
27004 - Alarm Monitor	11.45
27006 - Corrections Officer	13.20
27010 - Court Security Officer	13.69
27040 - Detention Officer	13.20
27070 - Firefighter	13.52
27101 - Guard I	8.50
27102 - Guard II	13.17
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	12.85
28020 - Hatch Tender	12.85
28030 - Line Handler	12.85
28040 - Stevedore I	12.16
28050 - Stevedore II	13.67
29000 - Technical Occupations	
21150 - Graphic Artist	18.14
29010 - Air Traffic Control Specialist, Center (2)	29.10
29011 - Air Traffic Control Specialist, Station (2)	20.07
29012 - Air Traffic Control Specialist, Terminal (2)	22.09
29023 - Archeological Technician I	13.54
29024 - Archeological Technician II	16.17
29025 - Archeological Technician III	18.39
29030 - Cartographic Technician	19.10
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.51
29040 - Civil Engineering Technician	16.72
29061 - Drafter I	13.02
29062 - Drafter II	14.63
29063 - Drafter III	16.14
29064 - Drafter IV	18.39
29081 - Engineering Technician I	13.51
29082 - Engineering Technician II	15.27
29083 - Engineering Technician III	17.16
29084 - Engineering Technician IV	19.84
29085 - Engineering Technician V	23.62
29086 - Engineering Technician VI	28.57
29090 - Environmental Technician	17.75
29100 - Flight Simulator/Instructor (Pilot)	25.94
29160 - Instructor	18.88
29210 - Laboratory Technician	16.91
29240 - Mathematical Technician	19.54
29361 - Paralegal/Legal Assistant I	13.88
29362 - Paralegal/Legal Assistant II	18.34
29363 - Paralegal/Legal Assistant III	22.43
29364 - Paralegal/Legal Assistant IV	28.38
29390 - Photooptics Technician	17.75
29480 - Technical Writer	23.91
29491 - Unexploded Ordnance (UXO) Technician I	18.49
29492 - Unexploded Ordnance (UXO) Technician II	22.37
29493 - Unexploded Ordnance (UXO) Technician III	26.81
29494 - Unexploded (UXO) Safety Escort	18.49
29495 - Unexploded (UXO) Sweep Personnel	18.49
29620 - Weather Observer, Senior (3)	18.46
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.56
29622 - Weather Observer, Upper Air (3)	16.56
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	10.77
31260 - Parking and Lot Attendant	6.72
31290 - Shuttle Bus Driver	10.11
31300 - Taxi Driver	7.80
31361 - Truckdriver, Light Truck	10.11
31362 - Truckdriver, Medium Truck	10.77
31363 - Truckdriver, Heavy Truck	13.07
31364 - Truckdriver, Tractor-Trailer	13.07
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.07

99030 - Cashier	7.30
99041 - Carnival Equipment Operator	10.84
99042 - Carnival Equipment Repairer	11.58
99043 - Carnival Worker	8.48
99050 - Desk <b>Clerk</b>	8.94
99095 - Embalmer	17.39
99300 - Lifeguard	9.72
99310 - Mortician	17.03
99350 - Park Attendant (Aide)	12.20
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.39
99500 - Recreation Specialist	12.39
99510 - Recycling Worker	10.84
99610 - Sales <b>Clerk</b>	9.59
99620 - School Crossing Guard (Crosswalk Attendant)	8.48
99630 - Sport Official	8.77
99658 - Survey Party Chief (Chief of Party)	16.86
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.64
99660 - Surveying Aide	9.96
99690 - Swimming Pool Operator	14.23
99720 - Vending Machine Attendant	11.80
99730 - Vending Machine Repairer	14.23
99740 - Vending Machine Repairer Helper	11.80

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These

differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*** Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)} Conformance Process: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond



paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.